

Collective Bargaining Dispute Resolution Procedures in New England

Nicole L. Mace, General Counsel
Vermont School Boards Association

State	Relevant Statutory Provisions	Requires Interest Arbitration?
Connecticut	<p>Right to Strike: Conn. Gen. Stat. § 10-153e</p> <p>(a) “No certified professional employee shall, in an effort to effect a settlement of any disagreement with the employing board of education, engage in any strike or concerted refusal to render services.”</p> <p>Interest Arbitration: “On the fourth day next following the end of the mediation session or on the one hundred thirty-fifth day prior to the budget submission date, whichever is sooner, the commissioner shall order the parties to report their settlement of the dispute or, if there is no settlement, to notify the commissioner of either their agreement to submit their dispute to a single arbitrator or the name of the arbitrator selected by each of them.” Conn. Gen. Stat. § 10-153f</p>	Yes
Maine	<p>Right to Strike: Me. Rev. Stat. tit. 26, § 964</p> <p>Public employee strikes are prohibited.</p> <p>Interest Arbitration: “After a request for mediation and a fact-finding, the parties can jointly agree to binding arbitration or separately request the services of an arbitration panel.” Me. Rev. Stat. tit. 26, § 963</p>	By mutual agreement of the parties

<p>Massachusetts</p>	<p>Right to Strike: Mass. Gen. Laws 150E § 9A</p> <p>(a) “No public employee or employee organization shall engage in a strike, and no public employee or organization shall induce, encourage or condone any strike...”</p> <p>Interest Arbitration: If mediation is not successful, the parties may by their own agreement petition the board for arbitration. “Any arbitration award in a proceeding voluntarily agreed to by the parties to resolve an impasse shall be binding on the parties” Mass. Gen. Laws 150E § 9</p>	<p>By mutual agreement of the parties</p>
<p>New Hampshire</p>	<p>Right to Strike: N.H. Rev. Stat. § 273-A:13</p> <p>“Strikes and other forms of job action by public employees are hereby declared to be unlawful.”</p> <p>Interest Arbitration: No statutory provision, but parties must mediate in the event of impasse. N.H. Rev. Stat. § 273-A:12</p>	<p>No</p>
<p>New York</p>	<p>Right to Strike: N.Y. Civ. Serv. Law § 210</p> <p>“No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage, or condone a strike.”</p> <p>Interest Arbitration: Parties may agree to submit unresolved issues to arbitration. N.Y. Civ. Serv. Law § 209</p>	<p>By mutual agreement of the parties</p>

Rhode Island	<p>Right to Strike: R.I. Gen. Laws § 28-9.3-1</p> <p>"...nothing contained in this chapter shall be construed to accord to certified public school teachers the right to strike."</p> <p>Interest Arbitration: If mediation and conciliation fail or are not requested, either party may request arbitration. R.I. Gen. Laws § 28-9.3-9</p>	Either party may request arbitration
--------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------

The VSBA is strongly opposed to binding interest arbitration as a required means of resolving collective bargaining disputes. Binding interest arbitration tends to preserve the status quo, since arbitrators hesitate to recommend or mandate contractual changes, which will deter school districts from presenting innovative proposals.

School boards across Vermont are under tremendous pressure to contain and reduce spending while continuing to provide excellent educational opportunities for their students. 80% of school budgets are comprised of salary and benefits, which are established in collective bargaining agreements. With so much pressure on school districts in the areas of cost containment, school boards do not need to have their options limited by a process that by design discourages creativity.

In another committee of this body, proposals are currently underway to impose spending caps or penalties based on teacher-student ratios. These policy decisions have direct implications on collective bargaining agreements.

Telling school boards to cut spending while tying their hands in their efforts to do so through the collective bargaining process sends a contradictory message to school boards and will be strongly opposed by our members. I encourage this committee to consider the alternative processes embraced by our New England neighbors, and adopt an approach that eliminates the ability to strike and impose contract terms while preserving the parties' authority to reach an agreement - rather than hand the decision over to a third party who has no accountability to our communities, taxpayers, or educators.

Thank You.